

STANDARD TERMS & CONDITIONS OF ACCEPTANCE FOR ADVERTISEMENTS

General

- All advertisement orders accepted by the Publisher are subject to these conditions. The media order contract and these standard terms and conditions contain all of the terms that the parties have agreed in this transaction. Any other proposed term, amendment or variation shall be void unless specifically agreed to in writing by the PUBLISHER.
- In these conditions:
"PUBLISHER" means Henley Media Group (HMG) or any of its subsidiary companies and divisions.
"CLIENT" means the party that books the advertisement and is responsible for payment of all monies concerned with that transaction or an agent who acts on behalf of the company for whom the advertisement was placed and who is responsible for payment of all monies concerned with that transaction.
"ADVERTISEMENT" means display, online, email, branding, recruitment and classified advertising and shall include special features [opinion editorial], inserts and supplements in any of the publisher's print or online publications or sponsorship products as well as audio-visual materials, including promotional videos.
- The Publisher reserves the right to refuse, amend, withdraw or otherwise deal with advertisements submitted to it for good reason. All advertisements must be legal, decent, honest and truthful to comply with the British Advertising Code of Practice. All advertisements are accepted subject to the Publisher's approval of copy and subject to the space being available. All inserts are accepted subject to the Publisher's approval of the insert with regard to copy, size and weight.
- The Publisher will not be liable for any loss or damage, of any kind, occasioned by error, late publication or the failure of an advertisement to appear, or failure to perform any other obligation, save in the cases occasioned by a direct act of dishonesty or serious and culpable negligence of the Publisher in which case compensation may be negotiated up to the maximum of the cost of space booked and paid for by the Client.
- Whilst every care is taken to avoid mistakes the Publisher cannot accept liability for any errors due to acts of third parties, sub-contractors or inaccurate instructions.
- The Publisher reserves the right, where necessary, to alter the date of publication, the medium of distribution, the position of any advertisement, the partners in publishing (or supporting organizations), or make any other alteration.
- Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press.
- The Client warrants that the advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice.
- The Client will indemnify the Publisher against any damage and/or loss and/or expense that the Publisher may incur as a direct or indirect consequence of the Client's advertisement.
- The Client will indemnify the publisher fully in respect of any claim made against the Publisher arising from the advertisement and/or insert. The Publisher will consult with the Client as to the way in which such claims are to be handled.
- Notwithstanding anything in these Conditions providing to the contrary neither the Publisher nor the Client shall be liable to each other for any loss or damage of any kind caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of employees, lock-out, trade dispute, enemy action, rioting, civil commotion, fire, force major, Act of God or other similar contingency beyond the control of either of them.
- Complaints regarding reproduction of advertisements must be in writing, and must be received within 2 weeks of publication.
- Where the Publisher provides a reader Enquiry service for the benefit of its readers, it shall not be contractually bound to pass such enquiries to the Client.
- If an online advertisement links to another site, the Client is responsible for maintaining the link and for the content of the linked site. The Publisher may remove any advertisement which contains content or links to a site which, in the Publisher's opinion, is defamatory or objectionable or will bring them into disrepute. The Client will indemnify the Publisher from and against any claims or liability arising from links contained in an advertisement.
- If it is intended to include in an advertisement a competition or a special offer of merchandise, other than that normally associated with the advertised product, full details must be submitted at the time of booking.
- English law is the law applicable to this agreement and the Courts of England shall have jurisdiction to settle any disputes which may arise out of or in connection with this agreement the parties agree to recognize and be bound by the decisions of the English courts.

Response Levels

- Direct Response Advertising, where products are sold off the page, will only be accepted by prior written agreement with the Publisher. No response levels are claimed by the Publisher and in all cases the full rate charged for the advertisement/insert shall apply regardless of the response achieved.

Payment

- Our standard terms for Account Holders is for payment within 14 days from the publication date. Non Account Holders, payment should be made prior to publication as stated in the media order form unless otherwise agreed in writing. If payment is not received within the above terms, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (Commencement No 5) Order 2002 (SI 2002 No 1673), the Publisher will charge interest on any overdue amounts, payable from the due date until the payment of all sums owing (including interest), whether before or after judgment, at the rate of eight percent per annum above the Bank of England base rate.

Cancellations

- The Publisher reserves the right to refuse cancellations or transfers. In the event of a transfer being accepted, charges will be as follows unless otherwise stated on the media order form. No charge applied for cancellations within 7 days of signing the contract; full rate charged for cancellations made thereafter.

Copy

- It is the responsibility of the Client to supply correct copy which conforms to the Publisher's mechanical specifications or special feature guidelines. The Publisher will charge the Client for any amendments to copy or extra production work whether it be as a result of the Client's instructions or as a result of non-compliance with mechanical specifications. The Publisher will not be liable for any loss or damage resulting from any failure to amend copy properly.
- Copy must be supplied without application from the Publisher by the finished artwork/copy date, and in this respect time is of the essence. In the event of copy/finished artwork not being received by the copy date the Publisher reserves the right either to repeat the copy last used or to treat the agreement as cancelled and to charge at the agreed rate.
- Where the Client has undertaken to supply inserts which have been accepted and approved by the Publisher, the Publisher reserves the right to charge at the full rate agreed for the insertion if they fail to arrive at the agreed time, place or in a suitable condition for insertion.
- The Publisher cannot accept responsibility for changes in dates of insertion and copy unless these are confirmed in writing and in time for the changes to be made. The Publisher reserves the right to charge for any additional expense involved in such changes.
- Client's property, advertising materials etc. are held at owners risk and should be insured by them against loss or damage from whatever cause. The Publisher reserves the right to destroy all materials which have been in his/her custody for 9 months from the date of its last appearance.

Agents

- Where the Client is an agent, the Client warrants that it is authorised by the company for whom the advertisement was placed to place the Advertisement. If the agent subsequently does not pay any outstanding monies then the company for whom the advertisement was placed shall be jointly and severally liable for the debt.
- When orders are placed by an advertising agent, these are accepted only on the condition that a full disclosure has been made to the Publisher as to the identity of the company on whose behalf the space has been booked. Should the Publisher omit or suspend an advertisement on the grounds that the Client has failed to disclose the identity of the company on whose behalf the space has been booked or the product/services on offer, no claim on the part of the Client or the company on whose behalf the space has been booked for damages or breach of contract will arise. All adverts placed are subject to the Publisher's (or his partner's) approval.
- It is a condition of the agreement that the space may not be recharged to a client at more than the agreed rate without the Publisher's written consent to such increased charge.
- Recognized advertising agents will be allowed by the Publisher 10% commission on the quoted rates as appropriate, provided payment is made by the due date and all other requirements are strictly complied with.

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